ORDINANCE NO. 2189

ORDINANCE AN OF THE CITY OF REDMOND, WASHINGTON, ACCEPTING A DONATION OF A 1997 CHEVROLET ASTRO VAN FROM THE KING COUNTY **METRO** VAN POOL TO THE REDMOND **FIRE** DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH KING COUNTY REGARDING SUCH DONATION.

WHEREAS, King County has offered to donate a previously used 1997 Chevrolet Astro Van to the Redmond Fire Department for use in connection with the Medic One program, and

WHEREAS, RCW 35.21.100 authorizes the City to accept donations by ordinance and to carry out the terms of the donation if such terms are within the City's powers granted by law, and

WHEREAS, the City Council desires to accept the donation according to its terms and to authorize the Mayor to execute an agreement with King County to accept the vehicle on the terms set forth in the Agreement, now, therefore,

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Acceptance. The City Council hereby accepts the donation of a 1997 Chevrolet Astro Van from King County for use by the Redmond Fire Department in the Medic One program. The City agrees to carry out the terms of the donation, as set forth in the attached Agreement Between King County and City of Redmond - Redmond Fire Department Medic

One, and the Mayor is hereby authorized to execute such Agreement on behalf of the City. The City Council expresses its thanks to King County for its generous donation.

Section 2. Effective Date. This ordinance, an administrative action, is not subject to referendum and shall take effect five (5) days after publication of a summary consisting of the title.

APPROVED:

MAYOR PRO TEMPORE

for MAYOR ROSEMARIE M. IVES

ATTEST/AUTHENTICATED:

CITY CLERK BONNIE MATTSON

APPROVED AS TO FORM:

Bornie Mallo

OFFICE OF THE CITY ATTORNEY:

BY

JAMES E. HANEY

FILED WITH THE CITY CLERK:

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO.: 2189

January 7, 2004

January 20, 2004

January 26, 2004

January 31, 2004

AGREEMENT

Between

KING COUNTY

And

CITY OF REDMOND - REDMOND FIRE DEPARTMENT MEDIC ONE

THIS AGREEMENT is made and entered into by and between King County, through its Department of Transportation, Transit Division, hereinafter referred to as the "County," and the <u>City of Redmond – Redmond Fire Department Medic One</u>, hereinafter referred to as the "Agency."

WHEREAS, the County desires to make available certain previously used vans for use by non-profit organizations which are able and willing to provide transportation service to individuals with limited resources and mobility options; and

WHEREAS, the Agency is able and willing to use such a vehicle for such purposes in accordance with the terms of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- I. Subject to the terms of this Agreement, the County agrees to transfer title to, and possession of, a 1997 Chevy Astro, 8-passenger van, bearing vehicle identification number 1GNDM19W1VB199517, to the Agency. Upon transfer of said van, the Agency shall assume complete responsibility, at no cost to the County, for operation and maintenance of said van, including but not limited to providing for its licensing, insurance, fuel, operations and maintenance.
- II. Such van shall be provided on an "AS IS" and "WITH ALL FAULTS" basis. The County makes no warranties of any kind whatever, expressed or implied, as to said van and all warranties, including any warranties of merchantability and fitness for any particular purpose, are hereby disclaimed and excluded. The Agency acknowledges and agrees that it accepts the above disclaimer and waiver and further agrees to defend, indemnify and hold harmless the County, its officials, employees, agents and contractors from and against any and all claims, demands, suits, liabilities or costs of whatsoever kind and nature, which arise out of or are in any way related to said van or its use. Said claims include, but are not limited to, claims against the County which are brought by employees or former employees of the Agency and, by mutual negotiation, the Agency hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the workers' compensation provisions of Title 51 RCW. Notwithstanding anything to the contrary, the terms of this Section shall survive any termination of this Agreement.

- III. The Agency agrees that said van shall be used exclusively for the purpose of providing transportation to clients which are participants in its programs and any attendants to address the mobility needs of elderly, disabled and other county residents. In the event said van is used for other purposes, the County reserves the right to demand that the van be returned and the title transferred to the County. The Agency agrees to transfer title and possession of the van to the County within fifteen (15) days after receiving written demand from the County pursuant to this Section.
- IV. This Agreement shall terminate and the County shall have no right to a return of the van in the event that the van is damaged in excess of its then-remaining value or on January 1, 2008, whichever shall occur first.

KING COUNTY

CITY OF REDMOND - REDMOND FIRE DEPARTMENT MEDIC ONE

Зу _____

Park Woodworth

Manager

Paratransit/Rideshare Operations

Deb Ayrs

Deputy Chief

Date //

25/03

Date 10 6 03